



Document 2018 1693

Book 2018 Page 1693 Type 06 009 Pages 4

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Rec Amt \$22.00

INDX

ANNO

SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared By: Mark L. Smith, P.O. Box 230, Winterset, IA 50273 Telephone: 515/462-3731

Return Document To: Mark L. Smith, POB 230, Winterset, IA 50273

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AFFIDAVIT REGARDING MORTGAGE RELEASE

STATE OF IOWA :
 :ss
COUNTY OF MADISON :

I, Mark L. Smith, a practicing attorney in Winterset, Madison County, Iowa, being first
duly sworn on oath, depose and state:

This Affidavit is concerning the following-described real estate:

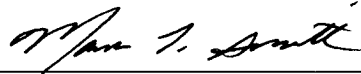
**Parcel "A" located in the Southwest Quarter (SW 1/4) of the Northeast
Quarter (NE 1/4) of Section Twenty-two (22), Township Seventy-five (75)
North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,
as shown in Plat of Survey filed in Book 3, Page 454 on June 2, 1999, in the
Office of the Recorder of Madison County, Iowa.**

This real estate was subject to a Mortgage in favor of New Century Mortgage
Corporation, a California Corporation, dated January 31, 2003, and filed February 6, 2003, in
Book 2003, Page 706 of the Recorder's Office of Madison County, Iowa, to secure indebtedness

in the amount of \$84,000.00. A Release of this Mortgage was filed January 4, 2005, in Book 2005, Page 37 of the Recorder's Office of Madison County, Iowa. The Release stated it was from HOMEQ Servicing Corporation, Attorney-In-Fact, for New Century Mortgage Corporation; however, no Power of Attorney was shown of record in Madison County, Iowa.

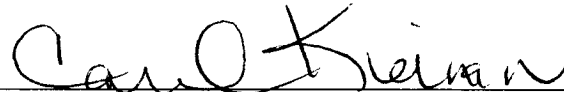
Attached hereto and incorporated by this reference is a copy of the Limited Power of Attorney granted from New Century Mortgage Corporation to HOMEQ Servicing Corporation. This Limited Power of Attorney gives HOMEQ Servicing Corporation the right to release Mortgages and states that any third party may rely upon a copy of this Limited Power of Attorney to the same extent as if it were an original.

I record this Affidavit to cure any cloud of title that may have been upon the real estate listed herein.

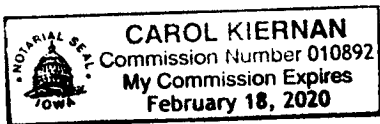


Mark L. Smith

Subscribed and sworn to before me by the said Mark L. Smith on this 1 day of ~~April~~^{may}, 2018.



Notary Public in and for the State of Iowa



INDEX 11 BLACK HAWK COUNTY, IOWA:SS FEE BOOK # 2005 19585
PROOF JK FILED FOR RECORD FEB 22 2005 AT 4:00 P M. FEE 1-10.00/-1.00/
COMPARED Amirah BLACK HAWK COUNTY RECORDER

ENV RECONVEYANCE SERVICES CA3501 HOMEQ SERVICING CORPORATION PO BOX 13309
SACRAMENTO CA 95813-9901

When recorded, mail to:
HomeQ Servicing Corp.
4527 Walnut Street, CA 95810
Sacramento, CA 95810
Tonya Bluminger
0326615888

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Servicing Rights Purchase and Servicing Agreement by and between HomeQ Servicing Corporation, a New Jersey Corporation ("Servicer") and Morgan Stanley Mortgage Capital Inc., a New York Corporation ("Morgan") dated as of April 1, 2003 (the "Servicing Agreement").

Morgan obtained certain mortgage loans (the "Loans") subject to the Second Amended and Restated Mortgage Loan Purchase and Warranties Agreement by and between NC Capital Corporation and Morgan, dated as of July 1, 2003, as subsequently amended, and the related Servicing Agreement by and between Morgan and New Century Mortgage Corporation ("NCMC") dated as of July 1, 2003.

Some of the Loans were not properly assigned and in order for Servicer to perform its obligations under the Servicing Agreement with respect to the Loans, it is necessary for NCMC to execute and deliver this Limited Power of Attorney.

NCMC hereby makes, constitutes and appoints Servicer for NCMC's benefit and in NCMC's name, place, and stead, NCMC's true and lawful attorney-in-fact, with full power of substitution, to act in any manner necessary and proper to exercise the servicing and administrative powers set forth in the with respect the Loans transferred to Servicer pursuant to the terms of the Servicing Agreement. Such servicing and administrative powers shall include: to endorse or sign any documents necessary to assign, transfer, release or otherwise carry out the intent of the Servicing Agreement with respect to the Loans, including notes, contracts, mortgages, security instruments related to the receivables.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against NCMC. NCMC will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Servicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes of this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder.

NCMC authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby.

IN WITNESS WHEREOF, NCMC has caused this Limited Power of Attorney to be executed and subscribed in its name as of July 6, 2004.

New Century Mortgage Corporation

By: _____

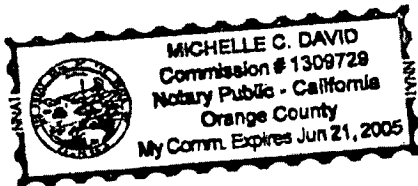
Name: Patrick Flanagan

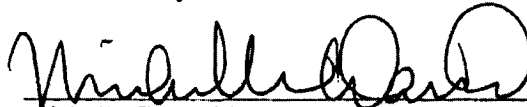
Title: President

STATE OF CALIFORNIA)
) SS.:
COUNTY OF ORANGE)

On July 6, 2004, before me, MICHELLE C. DAVID, a Notary Public in and for the State of California, personally appeared PATRICK FLANAGAN, President of New Century Mortgage Corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





Michelle C. David
Commission Expires: 06-21-05